defendant was not permitted to have counsel, the doctrine was established that the accused must be present at every stage of the trial. This doctrine has since been followed in American courts without regard to the reason on which it was founded. *State* v. *Outs,* 30 La. Ann. 1155. The mere fact that one step of the trial was gone over twice, once in his absence, but in identically the same manner, and without a possibility of prejudice, hardly seems to justify the contention that the accused was not present during every stage of the trial. In the instant case, the accused did not even suggest that he was prejudiced. He relied solely upon a naked technicality for a new trial. *Meece* v. *Com.,* 78 Ky. 586, lays down an apparently more reasonable and satisfactory doctrine. The facts are identical with the instant case, except that the instructions were not re-read in the presence of the accused. A new trial was not granted. The court said, "One charged with the commission of a felony cannot be tried during his absence from the court-room, and when any step is taken during the trial in the absence of the prisoner, the record must show affirmatively that he could in no wise have been prejudiced by it, else this court will reverse the judgment.". On facts in every respect identical with the instant case, the California court held in *People* v. *Soto,* 65 Cal. 621, that the repetition of the instructions in the presence of the accused cured the error. The court said, "Inasmuch as it was the jury's duty to bear in mind precisely the same instructions given while the defendant was in the court-room, it is manifest that no injury could have been done defendant by reason of what occurred while he was absent." This latter case gives the accused every safeguard, and denies him no constitutional rights. The granting of a new trial in the instant case seems an unwarranted delay and expense, and a fit cause for further public dissatisfaction with the machinery of justice.

INSURANCE—INSURABLE INTEREST—TIME OF RECKONING SAME.—A life insurance policy for a 10-year term provided that at the expiration of the term a new policy for an equal amount and for a similar term would be issued without medical examination provided the expiring policy were returned to the company. Upon the expiration of the term the policy was not returned but was renewed by a rider attached to it extending the obligation of the company for a period of 10 years. The beneficiary under the policy was the wife of the assured at the time it was issued. Prior to the renewal she obtained a divorce and paid all of the subsequent premiums herself. *Held.* The rider extended the old contract for another term of 10 years and did not create a new contract. The insurable interest of beneficiary was to be tested as of the date of the original contract and not as of the date of the renewal. *Marquet* v. *Aetna Life Ins. Co.* (Tenn. 1913) 159 S. W. 733.

Where one has an insurable interest at the time insurance is effected upon the life of another for his benefit the fact that his interest ceases prior to the insured's death will not deprive him of his right to recover under the policy. *Scott* v. *Dickson,* 108 Pa. 6, 56 Am. St. Rep. 192. Hence the subsequent divorce of a wife will not affect her right to recover under a policy upon the life of her husband. *Conn. Mut. Life Ins. Co.* v. *Schaefer,* 97 U. S. 457,

24 L. Ed. 251. Therefore the rights of the wife under the policy during the original term are clearly not affected by the divorce. But the case is novel in determining the rights of a beneficiary, whose insurable interest has been extinguished, upon the renewal of a policy according to its terms. The court held that the renewal of the policy by a rider was a continuation of the contract for another period of 10 years and that although the beneficiary had no insurable interest at the time of the renewal her interest at the time of the inception of the contract was sufficient to support her rights throughout the term of the renewal.

LIBEL AND SLANDER—PRIVILEGED COMMUNICATIONS—JUDICIAL PROCEEDINGS.—Defendant published a report that plaintiff had been indicted by a grand jury when in fact the person indicted was another of the same name. The mistake as to the identity was an honest one, there was no negligence on the part of defendant, the report of the grand jury proceedings was a fair one, and there was no malice on the part of the defendant. *Held,* that defendant was liable in an action for libel notwithstanding the circumstances enumerated above. *Sweet* v. *Post Publishing Co.* (Mass. 1913) 102 N. E. 660.

It is an established rule that malice must be shown in the case of qualifiedly privileged communications, at least between private persons, where the privilege is granted because of mutual interest or a duty to disclose. *Coogler* v. *Rhodes,* 38 Fla. 240, 21 So. 109, 62 Am. St. Rep. 675; *Bearce* v. *Bass,* 88 Me. 521, 34 Atl. 411, 51 Am. St. Rep. 446; *Casset* v. *Gilbert,* 6 Gray (Mass.) 94. The principal case admits this but declares that the privilege attaching to reports of judicial proceedings rests upon a different ground. But that conclusion does not necessarily follow. Reports of judicial proceedings are privileged because it is to the interest of the community to know how justice is administered. *Cowley* v. *Pulsifer,* 137 Mass. 392, 50 Am. Rep. 318. It is sufficient to confer the privilege that the matter is of public interest to the community. *Kelly* v. *Tingling,* L. R. 1 Q. B. 699; *Palmer* v. *Concord,* 48 N. H. 211. So it would really seem that both sorts of privilege are based on interest. Such is the reasoning of the cases holding that where there is inaccuracy in the published statement it is the right of the defendant to show that there was no malice and that reasonable care was used, and that the inaccuracy arose notwithstanding it. *O'Connell* v. *Boston Herald Co.,* 129 Fed. 839; *Douglas* v. *Daisley,* 114 Fed. 628; 52 C. C. A. 324, 57 L. R. A. 475; *Belo* v. *Lacy* (Tex. Civ. App.) 111 S. W. 215; *Ferber* v. *Gazette & Bulletin Pub. Assn.,* 212 Pa. 367, 61 Atl. 939; *Briggs* v. *Garnett,* 111 Pa. 404, 56 Am. Rep. 274; *Bearce* v. *Bass,* supra; *Coleman* v. *MacLennon,* 78 Kan. 711, 98 Pac. 281, 7 MICH. L. REV. 351. *Park* v. *Detroit Free Press Co.,* 72 Mich. 560, 40 N. W. 731, 1 L. R. A. 599, 16 Am. St. Rep. 544, apparently holds with the principal case, but can be differentiated, as the publication was not privileged in the first instance.

MASTER AND SERVANT—PAYMENT OF WAGES OF DISCHARGED EMPLOYE.—The South Carolina Civil Code, 1912, § 3812 provides that, when a corporation shall discharge a laborer whose wages are paid monthly or weekly on a fixed day beyond the end of the month or week in which the labor is per-